

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

United States of America for the use and benefit of Electrical Wholesalers Metro D.C., Inc.
2. Electrical Wholesalers Metro D.C., Inc.

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS

1. James W. Ancel, Inc. 2. Hartford Accident and Indemnity Co.

County of Residence of First Listed Defendant Baltimore County

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Tracy S. Kissler
Sanders & Kissler, 3905 Railroad Avenue, Suite 200N Fairfax VA 22030
703-352-5066

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input checked="" type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
40 U.S.C. Section 3131 to 3134

Brief description of cause:
Action on federal payment bond

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF MARYLAND

UNITED STATES OF AMERICA
for the use and benefit of
ELECTRICAL WHOLESALERS METRO D.C., INC.
a/k/a Electrical Wholesalers, Inc.
d/b/a Maurice Electrical Supply Company
6500A Sheriff Road
Landover, MD 20785

and

ELECTRICAL WHOLESALERS METRO D.C., INC.
a/k/a Electrical Wholesalers, Inc.
d/b/a Maurice Electrical Supply Company
6500A Sheriff Road
Landover, MD 20785

Plaintiffs,

vs.

Case No.

JAMES W. ANCEL, INC.
408 Bosley Avenue
Towson, MD 21204
Serve: James W. Ancel, Sr., R.A.
408 Bosley Avenue
Towson, MD 21204

and

HARTFORD ACCIDENT AND INDEMNITY CO.
One Hartford Plaza
Hartford, CT 06155
Serve: Charles O'Halloran, Vice President
One Hartford Plaza
Hartford, CT 06155

Defendants.

COMPLAINT

Your Plaintiffs, United States of America for the use and benefit of Electrical

Wholesalers Metro D.C., Inc. a/k/a Electrical Wholesalers, Inc. d/b/a Maurice Electrical Supply Company and Electrical Wholesalers Metro D.C., Inc. a/k/a Electrical Wholesalers, Inc. d/b/a Maurice Electrical Supply Company, by counsel, and in support of its Complaint states as follows:

JURISDICTION

Jurisdiction is founded upon this Court pursuant to 40 U. S. C. Section 3131 to 3134.

PARTIES

1. Plaintiff Electrical Wholesalers Metro D.C., Inc. a/k/a Electrical Wholesalers, Inc. d/b/a Maurice Electrical Supply Company ("Electrical Wholesalers") is a foreign corporation authorized to do business in the State of Maryland with its Maryland principal place of business at 6500A Sheriff Road, Landover, MD 20785.

2. Defendant James W. Ancel, Inc. ("Ancel") is, and was at all times relevant hereto, a Maryland corporation maintaining a principal place of business at 408 Bosley Avenue, Towson, MD 21204.

3. Defendant Hartford Accident and Indemnity Co. ("Hartford") is, and was at all times relevant hereto, a foreign insurance company licensed to do business in Maryland with its principal place of business in Hartford, Connecticut.

FACTS

4. At all times relevant hereto, Ancel was the general contractor for a construction project known as Army Reserve Center (Curtis Bay) ("the Project").

5. On or about February 11, 2010, Ancel and the United States of America

entered into a contract concerning the construction of the Project ("Prime Contract").

6. As part of the requirements under the Prime Contract, Ancel, as bond principal, furnished a Labor and Material Payment Bond in the penal amount of Nine Million Seven Hundred Four Thousand Two Hundred Thirty-One and 00/100 Dollars (\$9,704,231.00) under the provisions of the Federal Miller Act.

7. The surety on the Bond is Hartford ("Surety"). A copy of the Bond is attached hereto as Exhibit A and is incorporated herein by reference.

8. In order for Ancel to perform the Prime Contract, Ancel entered into a subcontract with a company known as Birkhead Electric, Inc. ("Birkhead") to perform the electrical portion of the Prime Contract for a certain sum (hereinafter "Subcontract").

9. In order for Birkhead to perform the Subcontract, Birkhead entered into a credit arrangement with Electrical Wholesalers for the purchase of the electrical materials required for the Project (hereinafter "Credit Agreement").

10. Pursuant to the terms of the Credit Agreement, the Electrical Wholesalers provided the electrical materials required for use on the Project and sent invoices to Birkhead demanding payment for said work and materials.

11. After giving credits for payments made, the balance due is \$42,739.76.

12. Despite demand for payment in full, Birkhead has failed to pay the balance due on the Credit Agreement and is in breach thereof. A copy of the Statement of Account is attached hereto as Exhibit B and is incorporated herein by reference.

13. All materials provided by Electrical Wholesalers were accepted by United States of America and Ancel and Birkhead.

14. The date on which the last materials were provided for use and/or the last work was performed by Plaintiff on the Project was July 16, 2012.

15. Despite due demand for payment by Electrical Wholesalers from Birkhead, the account balance has not been paid and there is due and owing the principal sum of Forty Two Thousand Seven Hundred Thirty-Nine and 76/100 Dollars (\$42,739.76).

16. Electrical Wholesalers provided notice, by certified mail, to Ancel and to the Surety that the amounts due from Birkhead for materials furnished to the Project remain unpaid and of Electrical Wholesalers' demand for payment on the Bond. Copies of the notice and signed return receipt cards are attached hereto collectively as Exhibit C and are incorporated herein by reference.

17. Despite Electrical Wholesalers' full compliance with the provisions of the Federal Miller Act and due demand for payment, the Surety has failed and refuses to meet its obligations under the Bond and is in violation of the provisions of the Federal Miller Act.

18. Plaintiff is a proper claimant on the Bond and its claim is covered by the Bond.

COUNT I

(Breach of 40 U. S. C. Section 3131, et seq. by Surety)

19. The Plaintiffs incorporate the preceding allegations herein to the extent not inconsistent.

20. For Surety's breach of its obligations under the Bond, Electrical Wholesalers' has sustained damages in the following amounts:

a) principal in the sum of \$42,739.76;

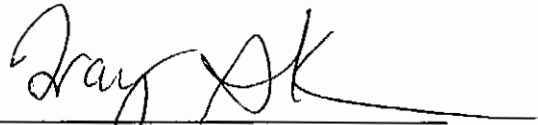
- b) interest at 6% per annum from August 16, 2012; and
- c) costs of this action.

WHEREFORE, the United States of America for the use and benefit of Electrical Wholesalers Metro D.C., Inc. a/k/a Electrical Wholesalers, Inc. d/b/a Maurice Electrical Supply Company demands judgment against Defendant Hartford Accident and Indemnity Company for the following amounts:

- a) principal in the sum of \$42,739.76.;
- d) interest at 6% per annum from August 16, 2012; and
- e) costs of this action.

Respectfully submitted,

SANDERS & KISSLER



By: Tracy S. Kissler
Bar No. 11674
3905 Railroad Avenue
Suite 200N
Fairfax, VA 22030
(703) 352-5066
Counsel for Plaintiffs

PAYMENT BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

February 16, 2010

OMB No.:9000-0045

Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL (Legal name and business address)

James W. Ancel, Inc.
408 Bosley Avenue
Towson, MD 21204

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP
☐ JOINT VENTURE ☒ CORPORATION

STATE OF INCORPORATION

Maryland

SURETY(IES) (Name(s) and business address(es))

Hartford Accident & Indemnity Company
One Hartford Plaza
Hartford, CT 06155

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
9	704	231	00

CONTRACT DATE

CONTRACT NO.

February 11, 2010

W912QR-10-C-0029

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)

NAME(S) &
TITLE(S)
(Typed)

James W. Ancel, Inc.

INDIVIDUAL SURETY(IES)

SIGNATURE(S)

NAME(S)
(Typed)

CORPORATE SURETY(IES)

NAME &
ADDRESS

Hartford Accident & Indemnity Company
One Hartford Plaza, Hartford, CT 06155

STATE OF INC.

Connecticut

LIABILITY LIMIT

\$ 302,178,000

SIGNATURE(S)

NAME(S) &
TITLE(S)
(Typed)

J. Russell Townshend
Attorney-in-Fact

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is usable

**PLAINTIFF'S
EXHIBIT**

A

STANDARD FORM 25A (REV. 10-98)
Prescribed by GSA-FAR (48 CFR) 53.2228(c)

CORPORATE SURETY(IES) (Continued)

		NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	
SURETY B				\$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C				\$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D				\$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E				\$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F				\$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G				\$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space

designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835)

Agency Code: 42 640010

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☐ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of UNLIMITED**

HARRY F. CUSTIS, JAMES W. RODGERS, WILLIAM C. GROVES, ROBERT F. MANSFIELD, J.
RUSSELL TOWNSHEND, CYNTHIA K. BALDWIN, SUSAN R. KAHN, CYNTHIA S. LEWIS OF HANOVER
MD & OF WOODBRIDGE, VIRGINIA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Scott Sadowsky

Scott Sadowsky, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Pascka

Scott E. Pascka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 16, 2010
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

DATE	INVOICE	OUT INVOICE	DATE	TOTAL	ESTIMATE	CURRENT	40 DAYS	60 DAYS	90 DAYS
12/29/2012	SC40503741.001	SC40503741.000~	9321/10-020	\$ 719.10	-	-	-	-	\$ 719.10
12/21/2012	SC40511550.001	SC40511550.001~	9354/10-020	\$ 914.62	-	-	-	-	\$ 914.62
12/22/2012	SC40520048.001	SC40520048.000~	9382/10-020	\$ 807.02	-	-	-	-	\$ 807.02
12/30/2012	SC40521295.001	SC40521295.000~	9392/10-020	\$ 944.98	-	-	-	-	\$ 944.98
12/30/2012	SC40526735.001	SC40526735.000~	9410/10-020	\$ 1,005.19	-	-	-	-	\$ 1,005.19
12/30/2012	SC40526742.001	SC40526742.000~	9410/10-020	\$ 13,435.35	-	-	-	-	\$ 13,435.35
12/30/2012	SC40526729.001	SC40526729.000~	9410/11-020	\$ 1,720.68	-	-	-	-	\$ 1,720.68
12/30/2012	SC405000193.001	SC405000193.001	9410/10-020	\$ 113.85	-	-	-	-	\$ 113.85
12/30/2012	SC405000230.001	SC405000230.001	9410/10-020	\$ 593.07	-	-	-	-	\$ 593.07
12/30/2012	SC405000255.001	SC405000255.001	9410/10-020	\$ 96.01	-	-	-	-	\$ 96.01
12/30/2012	SC405000736.001	SC405000736.001	9410/10-020	\$ 657.91	-	-	-	-	\$ 657.91
12/30/2012	SC405000772.001	SC405000772.001	9410/10-020	\$ 1,744.63	-	-	-	-	\$ 1,744.63
12/30/2012	SC405000146.001	SC405000146.001	9414/10-020	\$ 196.48	-	-	-	-	\$ 196.48
12/30/2012	SC405000490.001	SC405000490.001	9310	\$ 44.88	-	-	-	-	\$ 44.88
12/30/2012	SC405002584.001	SC405002584.001	9410/10-020	\$ 454.69	-	-	-	-	\$ 454.69
12/30/2012	SC405001859.001	SC405001859.001	9310	\$ 197.69	-	-	-	-	\$ 197.69
12/30/2012	SC405002641.001	SC405002641.001	9410/10-020	\$ 7,487.12	-	-	-	-	\$ 7,487.12
12/30/2012	SC405003594.001	SC405003594.001	9410/10-020	\$ 1,512.55	-	-	-	-	\$ 1,512.55
12/30/2012	SC405003732.001	SC405003732.001	9420/10-020	\$ 1,702.24	-	-	-	-	\$ 1,702.24
12/30/2012	SC405006089.001	SC405006089.001	9426/10-020	\$ 489.38	-	-	-	-	\$ 489.38
12/30/2012	SC405006948.001	SC405006948.001	9436/10-020	\$ 108.65	-	-	-	-	\$ 108.65
12/30/2012	SC405008019.001	SC405008019.001	9438/10-020	\$ 2,092.18	-	-	-	-	\$ 2,092.18
12/30/2012	SC405007752.001	SC405007752.001	9479/10-020	\$ 853.60	-	-	-	-	\$ 853.60
12/30/2012	SC405015735.001	SC405015735.001	9438/10-020	\$ 709.43	-	-	-	-	\$ 709.43
12/30/2012	SC4050023197.001	SC4050023197.001	9420/10-020	\$ (43.52)	-	-	-	-	\$ (43.52)
12/30/2012	SC4050026864.001	SC4050026864.001	greg	\$ (199.79)	-	-	-	-	\$ (199.79)
12/30/2012	SC4050028669.001	SC4050028669.001	9517/10-020	\$ 255.85	-	-	-	-	\$ 255.85
12/30/2012	SC4050021872.001	SC4050021872.001	9420 & 9380 / 10-020	\$ 763.07	-	-	-	-	\$ 763.07
12/30/2012	SC4050026733.001	SC4050026733.001	9511/10-020	\$ 19.38	-	-	-	-	\$ 19.38
12/30/2012	SC405034082.001	SC405034082.001	9549/10-020	\$ 132.31	-	-	-	-	\$ 132.31
12/30/2012	SC4050037560.001	SC4050037560.001	9549/10-020	\$ 109.03	-	-	-	-	\$ 109.03
12/30/2012	SC4050021872.003	SC4050021872.003	9420 & 9380 / 10-020	\$ 226.11	-	-	-	-	\$ 226.11
12/30/2012	SC4050034157.001	SC4050034157.001	9552/10-020	\$ 1,008.90	-	-	-	-	\$ 1,008.90
12/30/2012	SC4050041285.001	SC4050041285.001	9576/10-020	\$ 49.71	-	-	-	-	\$ 49.71
12/30/2012	SC4050033746.001	SC4050033746.001	CC	\$ 109.03	-	-	-	-	\$ 109.03
12/30/2012	SC4050046476.001	SC4050046476.001	9594	\$ 359.64	-	-	-	-	\$ 359.64
12/30/2012	SC4050046213.001	SC4050046213.001	greg	\$ (109.03)	-	-	-	-	\$ (109.03)
12/30/2012	SC4050033013.001	SC4050033013.001	9438/10-020	\$ 355.28	-	-	-	-	\$ 355.28
12/30/2012	SC4050034135.001	SC4050034135.001	9552/10-020	\$ 298.05	-	-	-	-	\$ 298.05
12/30/2012	SC4050047531.001	SC4050047531.001	9597/10-020	\$ 7.01	-	-	-	-	\$ 7.01
12/30/2012	SC4050054556.001	SC4050054556.001	9622/10-020	\$ 120.14	-	-	-	-	\$ 120.14
12/30/2012	SC4050055526.001	SC4050055526.001	9622/10-020	\$ 2.21	-	-	-	-	\$ 2.21
12/30/2012	SC4050056625.001	SC4050056625.001	9631-10-020	\$ 103.91	-	-	-	-	\$ 103.91
12/30/2012	SC4050058183.001	SC4050058183.001	9635/10-020	\$ 69.72	-	-	-	-	\$ 69.72
12/30/2012	SC4050058292.001	SC4050058292.001	9111/10-020	\$ (219.98)	-	-	-	-	\$ (219.98)
12/30/2012	SC4050059565.001	SC4050059565.001	9641/10-020	\$ 159.14	-	-	-	-	\$ 159.14
12/30/2012	SC4050059565.002	SC4050059565.002	9641/10-020	\$ 7.27	-	-	-	-	\$ 7.27
12/30/2012	SC4050058183.003	SC4050058183.003	9635/10-020	\$ 2.71	-	-	-	-	\$ 2.71
12/30/2012	SC4050063610.001	SC4050063610.001	9658/10-020	\$ 20.04	-	-	-	-	\$ 20.04
12/30/2012	SC4050063637.001	SC4050063637.001	9658/10-020	\$ 49.50	-	-	-	-	\$ 49.50

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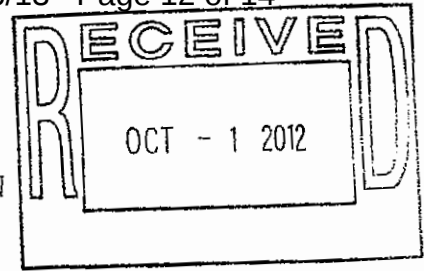
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TODD F. SANDERS
TRACY S. KISSLER*
*also admitted in MD and DC

Loudon County Office
204 South King Street
Leesburg, VA 20175
703.771.0455

September 24, 2012

VIA CERTIFIED MAIL - RETURN RECEIPT
REQUESTED AND REGULAR MAIL

James W. Ancel, Inc.
Attn: James W. Ancel, President
408 Bosley Avenue
Towson, MD 21204

Hartford Accident & Indemnity Company
One Harford Plaza
Hartford, CT 06155

Re: Project: Army Reserve Center (Curtis Bay)
Contract No. W912QR-10-C-0029 ("the Project")
Claimant: Electrical Wholesalers Metro D. C., Inc. d/b/a Maurice Electrical
Supply Company
Amount of claim: \$42,739.76

To Whom It May Concern:

Please be advised that the undersigned represents Electrical Wholesales Metro D. C., Inc. d/b/a Maurice Electrical Supply Company ("Claimant") with regard to its claim for the balance due it for electrical materials supplied through Birkhead Electrical, Inc. a subcontractor to the above-referenced Project. There is currently a balance due of \$42,739.76 plus interest and attorney's fees as called for in the credit agreement between Claimant and Birkhead Electrical, Inc.

As the Principal and Surety under a labor and material payment bond for the Project, demand is hereby made under the bond for the total amount of \$42,739.76 plus interest at 1.5% per month and attorney's fees.



Page Two

September 24, 2012

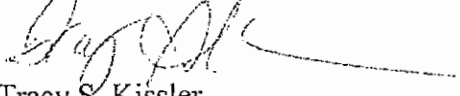
James W. Ancel, Inc., et al.

Should arrangements for payment not be made within ten (10) days, I have been instructed to file suit for payment under the bond.

If you have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,

SANDERS & KISSLER



Tracy S. Kissler

cc: Birkhead Electrical, Inc.
Bonnie Mehta

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Hartford Accident Indemnity
One Hartford Plaza
Hartford, CT 06155

2. Article Number

(Transfer from service label)

7011 2000 0001 4574 5575

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Ben Blay

☐ Agent☐ Addressee

B. Received by (Printed Name)

BB

C. Date of Delivery

D. Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☒ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Taxco W. Ance, Inc
408 Bosley Avenue
Towson, MD 21204

2. Article Number

(Transfer from service label)

7011 2000 0001 4574 5568

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

K Boyd

☐ Agent☐ Addressee

B. Received by (Printed Name)

K Boyd

C. Date of Delivery

10/1/12

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☒ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes